

**CONTRACT AGREEMENT**

**BETWEEN**

**THE MAYWOOD BOARD OF EDUCATION**

**AND**

**THE MAYWOOD EDUCATION ASSOCIATION  
(Custodial Unit)**

**COVERING THE PERIOD**

**JULY 1, 1995 TO JUNE 30, 1997**

In consideration of the following mutual covenants, it is hereby agreed by and between the Board of Education of the Borough of Maywood, New Jersey, hereinafter called the Board, and the Maywood Education Association, Inc., hereinafter called the Association, as follows:

#### ARTICLE I - RECOGNITION

- A. WHEREAS, the Association has represented to the Board that a majority of the employees of the Maywood School District in the categories listed below has designated the Association as its representative for the purpose of collective negotiations with the Board.

NOW, THEREFORE, BE IT RESOLVED, that pursuant to and in accordance with the provisions of Chapter 303 and Chapter 123, Public Laws of 1968, 1974, of the State of New Jersey, the Board does hereby recognize the Association as the exclusive representative with which said Board will negotiate concerning the terms and conditions of employment of:

Custodial Personnel  
Non-Supervisory Professional Personnel  
Secretaries  
Kitchen Personnel

Effective July 1, 1986, the Secretary to the Superintendent and the Secretary to the School Business Administrator/Board Secretary shall be excluded from the bargaining unit as above defined.

- B. Unless otherwise indicated, the term employee, when used in this agreement, shall refer only to all custodial employees represented by the Association.
- C. The term, full-time employee, is defined as a person employed for twenty (20) or more hours per week.
- D. The parties agree that the Board reserves all rights, authority and responsibilities, in accordance with applicable laws and regulations, not otherwise effected by the provisions of this agreement.
- E. Effective July 1, 1986, if an employee in those categories covered by this agreement does not become a member of the Association during any membership year, July 1 to the following June 30, covered by this agreement, said employee shall be required to pay a representation fee to the Association for that membership year. Deductions for representation fee payers beginning employment at times other than the start of the school year or termination of employment at time other than the end of the school year, shall be made in a manner identical to the deductions for union dues in accordance with the law.

Prior to the beginning of each membership year, the Association will notify the Board, in writing, of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will not exceed 85% of that amount.

Once during the membership year, the Association will submit to the Board a list of those employees who have not become members of the Association for that membership year. The Board will deduct from the salaries of such employees the amount of the representation fee and will promptly transmit the amount so deducted to the Association.

The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid each employee on the aforementioned list. The deductions will begin with the first paycheck paid.

1. Twenty (20) days after receipt of the aforementioned list by the Board; or
  2. Thirty (30) days after the employee begins or resumes his/her employment; i.e., effective date individual is placed on the payroll in bargaining unit position.
- F. The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses in the bargaining unit, as defined in Article I, can in accordance with law, challenge any assessments.

## ARTICLE II - NEGOTIATION PROCEDURE

- A. The Board and the Association agree to enter into collective negotiation over a successor agreement in accordance with Chapter 303 and Chapter 123, New Jersey Public Laws of 1968 and 1974 (NJSA 34:13A-5.1 et. seq), in good faith effort to reach agreement on all matters concerning the terms and conditions of Association members employment.
- B. Requests for negotiation meetings from the Association must be directed to the Superintendent of Schools in writing. Requests for such meetings from the Board must be made in writing to the President of the Association via the Superintendent. A mutually convenient meeting date shall be set within fifteen (15) school days of receipt of the request.
- C. This agreement shall not be modified in whole or in part by the parties, except by an instrument in writing duly executed by both parties.
- D. This agreement, subject to NJSA 34:13A-5.1 et. seq., incorporates the entire understanding of the parties.

### ARTICLE III - GRIEVANCE PROCEDURE

#### **A. Definition:**

1. A grievance is a claim by an employee of the Association based on the interpretation, application or violation of this agreement, policies, administrative decisions affecting the terms and conditions of employment of an employee or a group of employees.
2. A grievance to be considered under this procedure must be initiated in writing within thirty five (35) calendar days from the time when the grievant knew or should have known its occurrence.

#### **B. Procedure:**

1. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be a waiver of further appeal of the decision.

It is understood that any employee grievant shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any affect thereof shall have been duly determined.

2. The grievant, no later than eight (8) calendar days after receipt of the written decision of the Business Administrator or other immediate superior, may appeal the decision to the Superintendent. The appeal to the Superintendent must be made in writing specifying:
  - a. The nature of the grievances.
  - b. The nature and extent of previous discussions.
  - c. The results of previous discussions.
  - d. His dissatisfaction with the decision previously rendered.

The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) calendar days from the receipt of the appeal. The Superintendent shall communicate his decision in writing to the employee grievant, to the Association, and to the Business Administrator or other superior.

3. If the grievance is not resolved to the grievant's satisfaction, he/she, no later than eight (8) calendar days after receipt of the Superintendent's decision, may request a review by the Board. The request shall be submitted in writing through the Superintendent who shall attach all related papers and forward the request to the Board of Education. The Board, or a committee thereof, shall review the grievance and shall, at its

option, hold a hearing with the employee grievant and the Association within twenty (20) calendar days of receipt of the grievance, or after the close of the hearing, if granted. The Board shall reserve the right to have their attorney present any hearing.

4. If the decision of the Board does not resolve the grievance to the satisfaction of the employee grievant and he/she wishes review by a third party, and if the Association determines that the matter should be reviewed further, he/she shall by written notice advise the Board through the Superintendent within thirty (30) calendar days of receipt of the Board's decision. However, the Board's decision shall be final and binding on the grievances concerning:

- a. Any matter for which a specific method of review is prescribed and expressly set forth by law or any rule or regulation of the State Commission of Education; or
- b. A complaint by any certified personnel occasioned by appointment to or lack of appointment to, retention in, any position for which tenure either is not possible or not required.

5. The parties agree to follow the rules and regulations of the Public Employment Relations Commission, to secure the services of an arbitrator. Should the Association file for arbitration, the Association shall simultaneously notify the Board of its action.

The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing or subtract anything from the agreement between the parties or any policy of the Board. The recommendations of the arbitrator shall be advisory.

6. Rights of Employees to Representation:

- a. Any aggrieved person, at his own or the Association's expense may be represented at all stages of the grievance procedure by himself, or at his option, by the Association or by a representative selected or approved by the Association.
- b. When an employee, if not represented by the Association in the processing of the grievance, the Association shall at the time of submission of the grievance to the Superintendent or any lower level, be notified by the Superintendent that the grievance is in existence and shall have the right to be present at all hearings.

7. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process.

8. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, or if it is filed after the end of the school year, then the time limits shall be established by counting weekdays, except recognized legal holidays, following the end of the school year's school days.
9. The parties shall mutually develop a grievance form pursuant to this Article.

#### ARTICLE IV - ASSOCIATION MEMBERS RIGHTS AND PERSONAL AND ACADEMIC FREEDOM

Pursuant to Chapter 303 and Chapter 123, New Jersey Public Laws of 1968 and 1974, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association of any other employee organization, or to refrain from any such activity, for the purpose of engaging in collective negotiation and other concerted legal activities for mutual aid and protection.

#### ARTICLE V - EVALUATION

The monitoring and/or observations of the performance of the Association members shall be conducted openly. The custodians shall be evaluated by the Business Administrator or designee up to three evaluations per year.

#### ARTICLE VI - HOURS OF EMPLOYMENT

- A. Work hours for custodians and other employees covered by this agreement shall be eight (8) hours exclusive of a thirty (30) minute lunch period, and including two (2) fifteen (15) minute rest breaks. Current existing shifts are 7:00 a.m. to 3:30 p.m. and 3:00 p.m. to 11:30 p.m.
- B. All employees hired after 9/29/93 shall be scheduled to work on a regular basis at a work schedule designated by the Head Custodian and/or the Business Administrator to meet the needs of the district. All employees hired before this date have the option to either be scheduled to work on a regular basis starting time beginning Monday through Friday, or to work on an alternate schedule with (2) consecutive days off which best meets the needs of the district.
- C. When absence is necessary, the Association member is to notify the Business Administrator or designee at least six (6) hours prior to the start of the scheduled work, indicating the reason for the absence and approximate duration. First shift custodians will give as much notice as possible.

## ARTICLE VII - ABSENCES

### **A. Personal/Family Sick Leave**

1. Association members shall receive 15 sick/family sick days per school year without loss of pay.
2. Personal sick leave is absence from work because of a personal disability due to illness or injury.
3. Family sick leave is absence from work for personal illness within the member's immediate household.
4. Association members may accumulate sick leave without limit to a maximum of fifteen (15) days per year.
5. Any full-time employee appointed after July 1 shall be credited with 15 days personal/family sick leave pro-rated from date of employment.
6. At the beginning of the employee's term of employment, each member shall have immediate use of his/her entire sick leave allowance for that school year.

### **B. Medical Certificate**

A doctor's certificate must be furnished for all cases of illness or injury exceeding three (3) days, otherwise a full salary deduction will be made by the Business Administrator.

1. A doctor's certificate when required shall state:
  - a. Patient's name.
  - b. Inclusive dates of illness or injury.
  - c. Medical explanations necessitating the absence.
  - d. Physician's specific instructions to the patient.
  - e. Validity of the absence.

### **C. Death in the Family**

#### **1. Immediate Family**

Absence due to death in the member's immediate family (spouse, child, mother, father, mother-in-law, father-in-law, sister, brother, grandparents) shall be allowed with pay for a period not to exceed five (5) calendar days in each such case.

#### **2. Non-Immediate Family**

Absence due to death in the non-immediate family shall be allowed with pay for the day of the funeral.

An official signed statement must be completed by each member to verify a funeral absence allowance submitted to the Business Administrator.

**D. Court Order**

Absences from school for reason of legal process, including subpoena, issued by a court of competent jurisdiction to an employee who is not a party of interest in the matter shall be allowed with pay provided that the legal process is filed with the Business Administrator. If an employee is a party of a suit, absence from school in that connection shall be without pay.

**E. Personal Business**

Association members will be permitted three (3) days off during the year for personal affairs which may include religious holidays providing prior notice in writing has been given to the Business Administrator. Members will attempt to give the Business Administrator three (3) days notice prior to the requested date. Personal days shall not be prior to or following a holiday. Personal days are non-accumulative. Payment will be made for unused personal days equal to 33% of daily salary for each unused day if seven (7) or less sick days are used in any given year.

**ARTICLE VIII - INSURANCE PROTECTION**

**A. The Board shall provide the health care insurance protection designated herein and shall pay for the full premium for each Association member and his/her family during the term of this agreement.**

- 1. For each full-time member who remains in the employ of the Board for the complete school year, the Board shall make payment of health care insurance premiums to provide coverage for the full twelve (12) month period commencing July 1 and ending June 30.**
- 2. Where necessary, premiums on behalf of the Association member and his/her family shall be paid retroactively or prospectively to ensure uninterrupted participation and coverage.**
- 3. Provisions of health care insurance program shall be detailed in master policies and contracts by the Board. These plans shall include at least the same benefits provided in the previous contract.**

**B. The Board shall provide dental care insurance protection as contained herein and shall pay the premium for each member and his/her family. Effective July 1, 1995, and annually thereafter, any increase in dental premium for individual, husband and wife, or family coverage paid by the Board over and above the base fiscal year 1994-95 shall be borne equally (50%-50%) by the Board and the employee. 1994-95 costs annually - Single \$351; Husband and Wife \$628; Family \$1,069.**



1. The Board shall make premium payments for the dental plan for each calendar year and pro-rated portion thereof during the term of this contract.
2. Provisions of the dental care insurance program shall be detailed in the master policies and contracts by the Board. These plans shall include at least the same benefits provided in the previous school year.
- C. The Board shall provide each Association member a descriptive summary of the health care and dental care insurance coverage provided within this Article not later than the beginning of the school year.

#### ARTICLE IX - SALARIES

- A. The salaries of all Association members are set forth within the salary guides as follows:

|        | <u>1995-96</u> | <u>1996-97</u> |
|--------|----------------|----------------|
| Step 1 | \$21,500       | \$21,500       |
| Step 2 | 22,000         | 22,200         |
| Step 3 | 22,900         | 22,900         |
| Step 4 | 23,700         | 23,800         |
| Step 5 | 24,775         | 24,810         |
| Step 6 | 26,065         | 26,065         |
| Step 7 | 27,350         | 27,350         |
| Step 8 | 28,028         | 29,015         |

- B. Each member shall be placed on his/her proper step of the salary guide as of the beginning of the current contract period. New members will be placed on his/her proper step to be pro-rated from the effective date of employment.
- C. Initial placement on the salary guide in force at the time of employment of a new employee by the Board may be based on prior school employment experience. Credit for such prior experience shall be to a maximum of three (3) years.
- D. Association members shall be notified in writing of their fixed term contract and salary status, when known, for the ensuing year not later than April 30.
- E. Overtime premium will be paid at 1-1/2 times the base rate for all hours worked past forty (40) hours per week.
- F. Association members are to receive double time for all hours worked on Sunday after a regular forty (40) hour work week. This does not apply if Sunday is included in the employee's regular work week.
- H. When custodians are called back to work they shall receive a minimum of two hours pay.

- I. Longevity increments equal to \$100.00 for every year over ten (10) years of continuous service to the Maywood School District. This stipend will be cumulative and added to base salary each year.

J. Retirement Compensation

The Board will provide a retirement compensation plan for Association members who have served the school district for twenty (20) years or more.

The Maywood Board of Education will award a longevity increment to the last yearly salary to personnel retiring under the rules and regulations of the Public Employees Retirement of New Jersey. The increment shall be twenty five (25) percent of the unused sick leave days at the time of retirement times the daily rate of pay by the guide in effect at the time of retirement and providing twenty (20) years or more in the Maywood School System. The maximum individual claim under their provision is an accumulated sick leave total of up to and not to exceed one hundred fifty (150) days.

To qualify for the retirement incentive, members must submit written notification of their intent to retire to the Business Administrator sixty (60) days prior to the effective date.

Retiring Association members may take up to four (4) weeks salary in a lump sum in lieu of the vacation for which they would be eligible, subject to Board approval.

- K. The Board, at its discretion, may offer an across the board bonus to its custodial staff, at an amount determined by the Board. Employees hired during the year in which the bonus is attributed to shall receive a bonus prorated from date of employment. The bonus shall be \$500 for service rendered during the 1994-95 school year.

ARTICLE X - VACATIONS

- A. All Employees will be eligible for vacation according to the following:

|             |         |
|-------------|---------|
| 1 - 3 years | 10 days |
| 4 - 6 years | 15 days |
| 7 + years   | 20 days |

- B. Members with greater than fifteen (15) days are required to take vacation time above fifteen (15) days at other than the school district summer vacation period (July and August) and other than when school is in session with teachers and or students.
- C. Vacation pay is to be provided to the employee prior to leaving on vacation at the member's option.
- D. Vacation credit shall not accrue during any leave of absence which exceeds thirty (30) days.

- E. Vacations are to be taken during the school year after they are earned. Unused vacation time may not accrue beyond June 30 of the year after it is earned.

#### ARTICLE XI - HOLIDAYS

All twelve (12) month custodial employees are entitled to the following thirteen (13) paid holidays.

1. New Year's Eve Day
2. New Year's Day
3. Washington's Birthday (President's Day)
4. Good Friday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. Veteran's Day
10. Thanksgiving Day
11. Friday after Thanksgiving
12. Christmas Eve Day
13. Christmas Day

In any school year where a contractual holiday falls on a Saturday or Sunday, the Business Administrator will designate the holiday.

If schools are scheduled to be open on a contractual holiday, then members will be required to elect compensatory days meeting the approval of the Business Administrator.

If an employee is requested to work on a contractual holiday when school is scheduled to be closed, remuneration will be at the rate of double time for hours worked.

#### ARTICLE XII - SPECIAL PROVISIONS

- A. Each full-time custodian shall be reimbursed for approved clothing up to a maximum of \$450.00 per school year. An original, dated sales receipt shall accompany each request for reimbursement. Supplying an original dated sales receipt shall be sufficient reason to allow any related reimbursement claim. All employees shall be required to wear an approved uniform.
- B. Custodians will be responsible for snow and ice removal utilizing regular working hours whenever possible.
- C. The annual fee for renewal of the Boiler Operator's Licence will be paid for by the Board.
- D. The lead custodian will receive a stipend of \$1,500 for responsibilities as stated in the Lead Custodian Job Description. The stipend will only be available during the second shift.

- E. Any custodian required to transport food from the Maywood Avenue School to Memorial School shall be reimbursed at a rate of \$400.00 per year, pro-rated on a ten-month basis.
- F. The transportation of cafeteria food between the Maywood Avenue School and Memorial School shall be the responsibility of the first shift custodian at Memorial School by use of his/her personal vehicle and with the monthly compensation described above. If there are no custodians who wish to serve in this capacity, the duty shall rotate annually.

#### ARTICLE XIII - MISCELLANEOUS

Copies of this agreement shall be duplicated at the expense of the Board within twenty (20) days after the agreement is signed and shall be presented by the Board to all association members now employed or hereafter employed.

Whenever any notice is required to be given by either of the parties to this agreement, to the other, pursuant to the provisions of this agreement, either party shall do so by letter at the following address:

If by the Association, to the Board at:

Secretary to the Board  
Maywood Public Schools  
452 Maywood Avenue  
Maywood, New Jersey 07607

If by the Board, to the Association at:

President, Maywood Education Association  
Maywood Public Schools  
452 Maywood Avenue  
Maywood, New Jersey 07607

The Business Administrator shall have the power to recommend to the Board the withholding of any salary increment and/or adjustment for inefficiency, misconduct, insubordination, violation of policies and/or the provisions of this agreement and for other good cause.

Members who are leaving the district will be paid for any vacation days earned but unused to the date last worked.

Tenure will not apply to custodial personnel.

#### ARTICLE XIV - SEPARABILITY

If any provision of this agreement between the Maywood Board of Education and the Maywood Education Association, or any application of this agreement to any employee or group of employees is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

**ARTICLE XV - FULLY BARGAINED PROVISIONS**

This agreement represents and incorporates the complete and final understanding and settlement by the parties for the life of this agreement of all bargainable issues which were or could have been the subject of negotiations. During the term of this agreement, neither party will be required to negotiate with respect to any such matter whether or not within the knowledge or contemplation to either or both of the parties at the time they were negotiated or signed this agreement.

**ARTICLE XVI - DURATION OF AGREEMENT**

This agreement shall be in effect from July 1, 1995 and shall remain in full force and effect through June 30, 1997.

All payments under the provisions of this contract shall be retroactive to July 1, 1995. All adjustments shall be made within thirty (30) days after notifications of this agreement by both parties.

IN WITNESS WHEREOF, the parties have caused their corporate preagents to be hereunto affixed as of the day and year first above written.

MAYWOOD BOARD OF EDUCATION

BY [Signature] 1-18-95  
PRESIDENT DATE

BY [Signature] 1/18/96  
SECRETARY DATE

MAYWOOD EDUCATION ASSOCIATION  
CUSTODIAL ASSOCIATION

BY [Signature] 10/95  
PRESIDENT DATE

BY [Signature] 10/95  
MEMBER OF DATE  
CUSTODIAL UNIT